COLLECTIVE BARGAINING AGREEMENT

between

CHICKASAW COUNTY, IOWA HOMEMAKERS & HEALTH AIDES

and

CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL NO. 238

JULY 1, 2005

through

JUNE 30, 2008

TABLE OF CONTENTS

AGREEMENT	
ARTICLE 1 - RECOGNITION	
ARTICLE 2 - EMPLOYER RIGHTS	
ARTICLE 3 - NON-DISCRIMINATION IN EMPLOYMENT	2
ARTICLE 4 - SEPARABILITY AND SAVINGS	2
ARTICLE 5 - NO STRIKE - NO LOCKOUT	
ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION	
ARTICLE 7 - SENIORITY	5
ARTICLE 7 - SENIORITYARTICLE 8 - LEAVE OF ABSENCE	6
ARTICLE 9 - JURY DUTY	6
ARTICLE 10 - MILITARY LEAVE	7
ARTICLE 11 - SICK LEAVE	
ARTICLE 12 - FUNERAL LEAVE	8
ARTICLE 13 - VACATIONS	8
ARTICLE 14 - HOLIDAYS	
ARTICLE 15 - HOURS OF WORK AND OVERTIME	10
ARTICLE 16 - PAY PERIOD	10
ARTICLE 17 - STEWARDS	11
ARTICLE 18 - BULLETIN BOARDS	11
ARTICLE 19 - VISITATION	
ARTICLE 20 - DUES CHECKOFF	12
ARTICLE 21 - INSURANCE	12
ARTICLE 22 - MEAL ALLOWANCE	
ARTICLE 23 - MILEAGE ALLOWANCE	
ARTICLE 24 - FAMILY & MEDICAL LEAVE ACT	
ARTICLE 25 - LONGEVITY	
ARTICLE 26 - WAGES	
ARTICLE 27 - DURATION OF AGREEMENT	
APPENDIX A - LETTER OF UNDERSTANDING	
APPENDIX B - INSURANCE COMMITTEE	16

AGREEMENT

This Agreement entered into this ______ day of ______, 2004 by and between CHICKASAW COUNTY, hereinafter referred to as the "Employer", and CHAUFFEURS, TEAMSTERS & HELPERS LOCAL NO. 238, an affiliate of INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the lowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1 RECOGNITION

<u>Section 1.1</u> The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all employees of the Chickasaw County, including all regular full-time and regular part-time county health aides as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 6821, dated May 4, 2004, which excludes all those excluded by Iowa Code section 20.4.

<u>Section 1.2</u> The County shall not enter into any agreement with the employees of the Chickasaw County individually or collectively or with any other organizations which in any way conflict with the provisions of this Agreement.

ARTICLE 2 EMPLOYER RIGHTS

Except as expressly abridged in this Agreement by a specific provision, the Public Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and the right to:

- 1. Direct the work of its public employees.
- 2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
- 3. Suspend or discharge public employees for proper cause.
- 4. Maintain the efficiency of governmental operations.
- 5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
- 6. Determine and implement methods, means, assignments and personnel by

which the Public Employer's operations are to be conducted.

- 7. Take such actions as may be necessary to carry out the mission of the Public Employer.
- 8. Initiate, prepare, certify and administer its budget.
- 9. Exercise all powers and duties granted to the Public Employer by law.

ARTICLE 3 NON-DISCRIMINATION IN EMPLOYMENT

<u>Section 3.1</u> The Employer and the Union agree to comply with any non-discrimination in employment laws that are applicable. There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

<u>Section 3.2</u> All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

<u>Section 3.3</u> The Employer and the Union agree that exceptions to all articles of this agreement may be granted in order for the Union and/or the Employer to comply with provisions of the Americans with Disabilities Act, however, before any exceptions are granted or approved by the Employer, the Union will be notified of particular exceptions and will be given the opportunity to review and propose alternatives. No exceptions will be made without the other parties consent.

ARTICLE 4 SEPARABILITY AND SAVINGS

<u>Section 4.1</u> If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties shall meet within thirty (30) days to negotiate a replacement for the specific provision of the Agreement voided. This shall be cost comparable, if an economic item.

ARTICLE 5 NO STRIKE - NO LOCKOUT

<u>Section 5.1</u> The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

<u>Section 5.2</u> The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 6 GRIEVANCE PROCEDURE AND ARBITRATION

<u>Section 6.1</u> The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of any expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

<u>Informal:</u> An employee shall discuss a complaint or problem orally with the Department Head or his designated representative within the three (3) day working period following its occurrence in an effort to resolve the problem in an informal manner.

Grievance Steps:

Step 1 If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the Department Head or his designated representative within three (3) working days following the oral discussion. Within ten (10) working days after this Step 1 meeting, the Department Head or his designated representative will answer the grievance in writing. A written copy of the grievance will be given to the Department Head.

<u>Step 2</u> Any grievance not settled in Step 1 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within ten (10) working days after the date of the Department Head's or his designated representative's answer given in Step 1.

<u>Section 6.2</u> Any aggrieved employee shall have the right to have a Union representative present at the grievance meeting(s) if requested.

<u>Section 6.3</u> All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified

in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it shall automatically be referred to Step 2.

<u>Section 6.4</u> After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The Union is to strike the first name.

<u>Section 6.5</u> After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

<u>Section 6.6</u> The fees and expenses of the arbitrator will be shared equally between the Employer and the Union. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be final and binding on both parties.

<u>Section 6.7</u> All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

<u>Section 6.8</u> The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of the Union and the Employer.

<u>Section 6.9</u> In the event that any employee takes action on any complaint or takes action through any governmental agency regarding violation of his/her rights, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding the issue.

ARTICLE 7 SENIORITY

- Section 7.1 Seniority means an employee's length of continuous service in the bargaining unit since their last date of hire. For the purpose of layoffs, seniority shall be administered on a job classification basis. There will be two (2) seniority lists, a full-time list and a part-time list. Part-time seniority is transferable to full-time on a basis of one (1) year of part-time seniority will equal six (6) months full-time seniority; however, a part-time employee's seniority will go back to the original date of hire and the benefits available to them will be computed on a pro rata basis.
- <u>Section 7.2</u> A new employee shall serve a probationary period of six (6) months. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their last date of hire. They may be terminated during the probationary period without recourse to the grievance procedure.
- Section 7.3 The Union shall be furnished with a seniority list and job classifications of all employees covered by this Agreement. When the working force is to be reduced, the Employer will select what job classification is to be reduced. When qualifications, skill and ability are relatively equal, the least senior employee will be removed first. On recall from layoff, employees will be returned to work in reverse order of layoff, if qualified to perform the work available. Probationary employees have no recall rights.
- Section 7.4 Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement.
- <u>Section 7.5</u> An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:
 - (a) Employee quits.
 - (b) Employee is discharged for proper cause.
 - (c) Engaging in other work while on personal leave of absence or giving false reason for obtaining a personal leave of absence.
 - (d) Failure to report for work at the end of absence.
 - (e) Failure to report to work within ten (10) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address, according to Employer's records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.

- (f) Seniority rights will be forfeited after the continuous period of layoff exceeds twelve (12) months.
- (g) Employee retires.

<u>Section 7.6</u> If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate.

<u>Section 7.7</u> After the first consecutive sixty (60) days of unpaid leave of absence, seniority shall not accumulate.

ARTICLE 8 LEAVE OF ABSENCE

Section 8.1 An employee who has completed his/her initial probationary period may be granted a leave of absence for personal reasons without pay, and without loss of seniority for a period not to exceed sixty (60) days, provided the employee obtains advance written permission from the County and can be spared from work for that purpose. Such leaves without pay shall be granted only at the discretion of the County and when it is deemed to be in the best interest of the employee and the County. No fringe benefits will be accrued during the unpaid leave, nor shall longevity for pay purposes accrue. If an employee requests a leave of absence for five (5) days or less and can be spared from work for that purpose, request and permission will be made verbally.

<u>Section 8.2</u> Except for work related illness or accidents, an employee who, because of illness or accident, is physically unable to report for work may be given a leave of absence for a period not to exceed one (1) year without pay and without loss of seniority for the duration of such disability, provided the employee promptly provides the County with medical proof of the necessity for such absence when same is requested by County. The County may require medical proof certifying that the individual has recovered sufficiently to perform all the functions of his/her job or may, at the County's option and at the County's expense, send the employee to a doctor of the County's choice for such certification prior to allowing the employee to return to work.

ARTICLE 9 JURY DUTY

<u>Section 9.1</u> If an employee is called for jury duty, the County will pay the difference in jury duty pay and a regular day's earnings. A certificate from the Clerk of Court showing dates of service and earnings while on jury duty must be submitted to the County upon returning to work. If released from jury duty prior to Noon on any workday, the employee must return to work.

ARTICLE 10 MILITARY LEAVE

<u>Section 10.1</u> A full-time employee shall be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by the Code of Iowa.

<u>Section 10.2</u> The Employer recognizes an employee's re-employment rights in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any relevant state code.

ARTICLE 11 SICK LEAVE

- <u>Section 11.1</u> <u>Accumulation:</u> Sick leave shall be accrued by a regular full-time employee at the rate of one and one-half (1 1/2) days for each month, to a total of one hundred five (105) days. An employee who has exhausted all their sick leave may be granted accumulated vacation leave with pay.
 - (a) Regular part-time employees shall accrue sick leave at a rate of one (1) day for each 173 hours worked or on a pro rata basis.

<u>Section 11.2</u> <u>Use of Sick Leave:</u> Accumulated sick leave may be used by regular full-time employees for any of the following:

- (a) Serious or confining illness of the employee.
- (b) Medical or dental appointments of employee which cannot be scheduled during non-working hours. In such cases, sick leave shall be charged in hourly increments with a minimum of one (1) hour. Absences of more than one (1) hour shall be charged to the next highest hour.
- (c) Up to three (3) days of an employee's sick leave per year may be used for serious illness in the immediate family (spouse, child, parent) in which the employee's presence is necessary.
- <u>Section 11.3</u> <u>Use of Sick Leave</u>: Accumulated sick leave may be used by regular part-time employees for serious or confining illness only.
- <u>Section 11.4</u> <u>Notification:</u> When absences due to sickness are necessitated, the employee shall notify the Department Head or his designated representative at least one (1) hour prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action. The Department Head has the right to require a medical certificate from the employee for any sick leave.
- <u>Section 11.5</u> <u>Probationary Employees:</u> Probationary employees are not eligible for sick leave benefits. After successful completion of the probationary period, sick leave

earned during said time period will be credited to the employee's account as of his/her date of employment.

<u>Section 11.6</u> <u>Date of Employment:</u> For the purposes of this Article, an employee who begins his/her employment on or before the 15th day of the month will be credited with sick leave for the entire month. An employee who begins his/her employment after the 15th day of the month will begin to accrue sick leave on the first day of the month following his/her employment.

ARTICLE 12 FUNERAL LEAVE

Section 12.1 All regular full-time employees will be allowed two (2) days paid funeral leave per year for attendance at a funeral of an individual not specified below. This may be taken as four (4) half-day periods. In the case of a death in the immediate family, an employee may be allowed time off with pay not to exceed three (3) days for attendance at the funeral and other necessary related functions. Any additional time shall be deducted from the employee's accumulated sick leave. Immediate family shall be considered employee's spouse, child, stepchild, grandchild or parent. Up to two (2) days with pay may be granted for attendance at the funeral and other necessary related functions in the case of the death of an employee's parent-in-law, brother or sister.

ARTICLE 13 VACATIONS

<u>Section 13.1</u> All regular full-time employees having completed their probationary period shall receive vacation as follows:

After one (1) year continuous service, five (5) days vacation After two (2) years continuous service, ten (10) days vacation After ten (10) years continuous service, fifteen (15) days vacation After fifteen (15) years continuous service, twenty (20) days vacation

<u>Section 13.2</u> Vacations may not be carried over from one calendar year to the next year without approval of the Board of Supervisors.

<u>Section 13.3</u> Vacations shall be granted on a "first come, first served" basis. If more than one request is received at the same time, seniority shall govern. The employee shall submit a written request for vacation prior to the requested time off. The request shall be presented to the Department Head. The Department Head may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the department. Vacation time will normally be taken in weekly increments and in no case less than one (1) hour.

<u>Section 13.4</u> Upon resignation or termination from County service, an employee shall be paid for all unused vacation left at time of termination; however, employees who quit

without a minimum of two (2) weeks advance notice to the Employer shall forfeit vacation pay.

<u>Section 13.5</u> Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

<u>Section 13.6</u> In the event of the death of an employee, payment will be made to the surviving spouse or the estate of the employee any earned but unused vacation pay.

ARTICLE 14 HOLIDAYS

<u>Section 14.1</u> All regular full-time employees having completed their probationary period shall receive the following paid holidays:

New Year's Eve Day 1/2 Day
New Year's Day
Memorial Day
Independence Day
Labor Day
Presidents Day

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day 1/2 Day
Christmas Day
Good Friday 1/2 Day

Holidays may be adjusted at the discretion of the Board based on when they fall.

Section 14.2 Regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee required to work on any recognized paid holiday shall be paid double (2) times the employee's straight time hourly rate for all hours worked, plus the paid holiday at said straight time rate. Regular part-time employees will be paid double (2) time for all hours worked on a holiday. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work. Upon request, and by mutual agreement, an employee may be allowed to take compensatory time in lieu of his/her holiday pay. This day must be taken within ninety (90) days of the holiday.

<u>Section 14.3</u> For each holiday which falls on an employee's regular day off, the employee shall be entitled to an additional day off with pay at a later date. These additional days may be carried over from one year to the next year and taken in no less than four (4) hour increments.

Section 14.4 To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after such holiday. If the employee is absent either or both of said workdays as a result of personal illness substantiated by a medical doctor's written statement, or on-the-job injury, or with prior approval from his/her immediate supervisor (non-bargaining unit), the employee shall be considered as having met these requirements. Any employee on leave of absence or layoff is not eligible for holiday pay. Any employee off work due to an on-the-job injury will not receive holiday pay

after the first thirty-(30) days of absence.

<u>Section 14.5</u> If a recognized paid holiday falls within an employee's vacation period, an additional day with pay can be taken off work in conjunction with the vacation period.

<u>Section 14.6</u> In addition to the above holidays, each full-time employee will be allowed one (1) casual day per fiscal year to be taken at the employee's option, with prior approval of the Department Head.

ARTICLE 15 HOURS OF WORK AND OVERTIME

<u>Section 15.1</u> The purpose of this Article is not to be construed as a guarantee of hours of work or pay per day or hours of work or pay per week. Determination of daily and weekly hours of work shall be determined by the Employer.

Weekend and Holiday Reimbursement.

Employees shall be reimbursed at one and a half times their regular hourly salary if they are assigned duties to be performed on a Saturday or Sunday. Employees shall be reimbursed at two times their regular hourly salary if they are assigned duties on an official county holiday, as designated by the Chickasaw County Board of Supervisors.

Exempt employees shall not receive overtime compensation in the form of pay or time off.

ARTICLE 16 PAY PERIOD

<u>Section 16.1</u> Pay period shall be fourteen (14) days every other Friday. If Friday is a holiday, the employees shall be paid on Thursday.

ARTICLE 17 STEWARDS

<u>Section 17.1</u> The Employer recognizes the Union's right to have a Steward. Said Steward to be elected by the employees or appointed by the Union from among the employees in the unit.

<u>Section 17.2</u> The authority of the Steward or alternate so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- (a) The review and presentation of grievances with the Department Head or his designated representative in accordance with the provisions of the collective bargaining agreement.
- (b) The collection of dues if payroll deduction is not used, and then only when authorized by appropriate Local Union action.
- (c) The transmission of such messages and information which shall originate with, and are authorized by law, the Local Union or its officers, provided such message and information
 - have been reduced to writing;
 - 2. if not reduced to writing, are of a routine nature and do not involve any violation of the no strike, no lockout Article.

ARTICLE 18 BULLETIN BOARDS

<u>Section 18.1</u> The County will provide one (1) bulletin board which will be for the use of the Union. Posted information will be limited to:

- a. notices of Union meetings
- b. notices of Union elections
- c. results of Union elections
- d. notices of Union recreational, educational or social events
- e. other official notices of the Union

ARTICLE 19 VISITATION

<u>Section 19.1</u> An authorized representative of the Union who has been previously identified by the Union to the Department Head for each visit will be permitted to visit the Department Head's office to ascertain that the Agreement is being complied with. Said Union representative is not to interfere with the Employer's operation.

ARTICLE 20 DUES CHECKOFF

Section 20.1 Upon receipt of a lawfully executed written authorization from an employee which may be revoked at any time by the employee giving the Employer and the Union thirty (30) days written notice, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the 15th day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

<u>Section 20.2</u> The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 21 INSURANCE

<u>Section 21.1</u> The Employer agrees to pay the entire single premium for the employee towards a Health and Major Medical group insurance program. The parties agree that the employer shall be responsible for 75% of the family plan and the employee shall be responsible for 25%. The above language will become effective December 1, 2005, when the insurance change normally becomes effective.

The insurance rates, coverage and employee contribution in effect June 30, 2005, will continue until December 1, 2005.

ARTICLE 22 MEAL ALLOWANCE

<u>Section 26.1</u> When employees are required by the Employer to travel out of the County performing necessary work duties or training, they shall be allowed a reasonable amount per day to cover necessary expenses. The determination of the amount will be made by the Board of Supervisors.

ARTICLE 23 MILEAGE ALLOWANCE

<u>Section 24.1</u> The Employer will compensate an employee at the rate per mile that the Board of Supervisors stipulates when the employee is required to provide their own transportation in order to perform their job function or to attend schools that are Employer approved. An employee must prove he/she is covered by insurance when using their vehicles.

ARTICLE 24 FAMILY & MEDICAL LEAVE ACT

The parties agree to follow the Family and Medical Leave Act of 1992.

ARTICLE 25 LONGEVITY

Longevity will be added to the employee's compensation for all regular full-time and regular part-time employees as follows:

Per Hour Pay
\$.10
\$.15
\$.20
\$.25
\$.30
\$.35
\$.40
\$.45

This Section shall not apply to Department Heads, First Deputies, Administrative Assistants or Elected Officials.

ARTICLE 26 WAGES

	Base Wage Rate		
		As of July 1	
Name	2005	2006	2007
Linda Alexander	\$9.39	\$9.84	\$10.24
Wendy Peters	\$9.70	\$10.15	\$10.55
Laura Schulz	\$9.73	\$10.18	\$10.58
Carolyn Dean	\$9.70	\$10.15	\$10.55
Cynthia Kellogg	\$9.39	\$9.84	\$10.24
Bonnie Keller	\$9.70	\$10.15	\$10.55
Carolyn Kielty	\$9.39	\$9.84	\$10.24
Janell Wad	\$9.39	\$9.84	\$10.24
Sharon Zeien	\$9.39	\$9.84	\$10.24
Melissa Ahrenholz	\$9.14	\$9.59	\$9.99
Janet Hauser	\$9.14	\$9.59	\$9.99
Bonnie Kestel	\$8.50	\$8.95	\$9.35

The starting rate will be determined by the Director.

ARTICLE 27 DURATION OF AGREEMENT

<u>Section 28.1</u> This Agreement, shall be effective beginning July 1, 2005, and shall continue in full force and effect until its expiration on June 30, 2008.

	Signed this <u>/S</u> +	_day of _	Quely	, 2005
	SAW COUNTY, IOWA AKER & HEALTH AIDES		IFFEURS, TEAMS ERS LOCAL NO.	
By: (ams Chueth and of Supervisors, Chair			
By:	epartment Head	By: _ _	Secretary//reasure	usham
Acknowl	edged by:	\$	has)
HF	X-OneSource (Employer Representative)		usiness Represe	ntative

APPENDIX A LETTER OF UNDERSTANDING

The parties, Chickasaw County Homemakers and Health Aides and Chauffeurs, Teamsters & Helpers, Local No. 238, agree that certain holidays may vary from year-to-year; based on the dates they fall. Because of this variation, the parties agree that the Homemakers and Health Aides will continue the practice of determining which day will be observed as the holiday. In no case will there be fewer holidays than listed in the agreement.

For the Union:

For the Employer:

APPENDIX B INSURANCE COMMITTEE

The parties to this agreement have agreed to the following actions for the 2005 - 2008 agreement:

- 1) The insurance coverage currently in effect will be changed January 1, 2006¹ as follows:
 - **a. Physician Services:** For physician services, the co-pay would remain the same for everything except "office visit services." Office visit services include such services that patients used to receive at hospitals, such as lab, x-ray, diagnostic testing, etc. Office visit services, beyond normal annual maintenance, will be paid at 90% after deductible.
 - b. Out-of-Pocket Costs for "In and Out" of Network: Annually the out-of-pocket maximums are \$1,500 per covered person and \$3,000 per family unit. Under the TPA's recommendation, if a person can get the needed services in the network, but decides to go outside of the network, the out-of-pocket maximums increase to \$6,500 and \$8,000 respectfully.
 - c. Prescription Drugs: Prescription benefit co-payment will remain the same however; the employee will be charged an additional 10% of the prescription balance for Formulary and Non-Formulary <u>brand name</u> drugs (emphasis added). For example, if an employee would buy a Formulary name brand drug for \$50.00, the out-of-pocket expense to the employee would be \$23.00 (\$20.00 for the prescription co-pay and an additional \$3.00 surcharge (10% of the balance of \$30.00.))
- 2. Each bargaining unit will be allowed one employee to participate during the month of June, July or August. The purpose of the meetings is to keep the union and employees informed regarding premium increases and possible ways to amend the insurance plan for the benefit of the employees and the County.

¹ The change in the premiums will begin December 1, 2005